

IMPORTANT

CAREFULLY READ THE FOLLOWING LICENSE AGREEMENT

LINEO SOLUTIONS, INC.
CLICKWRAP SOFTWARE LICENSE AGREEMENT

PLEASE CAREFULLY READ THIS LICENSE AGREEMENT. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THE USE OF THE SOFTWARE IS LICENSED FOR EVALUATION PURPOSE ONLY AS SET FORTH BELOW. BY CLICKING ON THE "ACCEPT" BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, CLICK THE "DO NOT ACCEPT" BUTTON OR LEAVE THE WEBSITE.

Please contact us at warp@lineo.co.jp for any queries.

Article 1. (Contract Formation)

This Software License Agreement (this "Agreement") is a legal agreement between you ("User", either an individual or a single entity) and Lineo Solutions, Inc. ("Lineo"), a Japanese corporation having its principal place of business at 1589-1 Kitaono, Shiojiri, Nagano 399-0651, Japan, for proprietary Lineo and third party software components included within the Software, as well as associated media, printed materials, and "online" or electronic documentation. By clicking on the "ACCEPT" button or by downloading, accessing, or otherwise using the Software, User agrees to be bound by the terms of this Agreement. If User does not agree to the terms of this Agreement, Lineo is not willing to license the Software to User. In such event, click the "DO NOT ACCEPT" button or leave the website.

Article 2. (Grant of License)

Lineo hereby grants to User, during the term specified in the Exhibit hereto, a revocable, non-exclusive license to use inside User the software product specified in the Exhibit hereto

(the “Software”) on the board specified in the Exhibit hereto (“Designated Hardware”) to evaluate the operation of the Software for the purpose of installing the Software onto User’s products.

Article 3. (Prohibited Acts)

User shall not do the following:

- (1) To transfer to any third party the Software;
- (2) To disclose the Software to any third party, or to have any third party use the Software, or to lend to any third party the Software;
- (3) To have any third party evaluate the Software;
- (4) To hypothecate the Software;
- (5) To analyze the Software by decompiling, reverse engineering or disassembling, etc.; or
- (6) To change or remove the copyright notice or any other intellectual property right notices appearing on the Software.

Article 4. (Intellectual Property Right and its Protection)

1. User acknowledges that all the intellectual property right to the Software belong to Lineo or to the software supplier who granted license to Lineo.
2. User shall protect the Software, and shall have the users of the Designated Hardware not to analyze the Software installed thereon in accordance with Article 1 hereof by decompiling, reverse engineering, or disassembling, etc. In addition, User shall take appropriate measures to the maximum extent so that the right of Lineo, or the software supplier who granted license to Lineo, to the Software shall not be infringed.

Article 5. (Warranties, etc.)

Lineo makes, whether express or implied, no warranties of merchantability or fitness for any particular purpose, nor are any other warranties made. In addition, Lineo makes no warranty that the Software will operate uninterrupted or error free.

Article 6. (Infringement of Third party’s Right)

Lineo makes no warranty to User that the Software does not infringe the copyright or any other right of third parties.

Article 7. (Limitation of Liability)

Lineo shall have no liability for any damages whatsoever suffered by User in connection with this Agreement, or the use or performance of the Software, for any direct or indirect damages, or special damages, etc., including loss of data and loss of profits, etc., regardless of whether such damages were foreseeable,.

Article 8. (Confidentiality)

User shall keep strictly confidential any and all information regarding Lineo or the Software which User comes to know under this Agreement or in connection with the Software, and shall not disclose or divulge, etc. the same to any third party.

In addition, only the minimum number of User's employees with the same obligations as imposed by this Article shall be allowed to have access to such information on the need-to-know basis.

Article 9. (Termination etc.)

1. Lineo or User may terminate this Agreement at any time.
2. In case of termination or cancellation of this Agreement, User shall forthwith cease the use of the Software, and within seven(7) days destroy the Software and its related documents and certify to Lineo in writing to that effect.
3. This Agreement shall immediately terminate without any notice, etc. by Lineo if User fails to comply with any terms of this Agreement. However, in this event, Lineo shall have the right to take measures to preserve its rights and legal actions for damages, etc.

Article 10. (Waiver)

No waiver by Lineo of any exercise of right under this Agreement against any failure or breach by User shall operate as a waiver of right against any other or succeeding failure or breach by User, and no failure on the part of Lineo in exercising any right under this Agreement shall operate as a waiver of any right against succeeding breach by User.

Article 11. (Consultation)

User and Lineo shall consult with and friendly resolve the matters not set forth in this Agreement or the questions regarding the provisions of this Agreement.

Article 12. (Jurisdiction, etc.)

The interpretation of this Agreement shall be governed by the laws of Japan, and any and all disputes regarding this Agreement shall be submitted to the exclusive jurisdiction of the Tokyo District Court.

Article 13. (Entire Agreement)

This Agreement and the Exhibit hereto shall supersede all oral or written agreements or promises made prior to the execution of this Agreement with respect to the subject matter of this Agreement.

EXHIBIT

1. The Software

Warp!! version 4.0 for ConnectCore® 6 Single Board Computer(Android)

(© Lineo Solutions, Inc. 2015)

Warp!! Binary Code Demonstration Edition*

Documents: Release Note

*) Read-only with time bomb version

2. Designated Hardware

ConnectCore® 6 Single Board Computer

3. Term

From 11/1/2015 to 4/30/2016